

81-88	12.0%
88-100	12.0%

"Penetration" means the number of Units within the Property to which MTSLP provides Telephone Services divided by the total number of Occupied Units within the Property. "Collected Revenues" means the actual amount of Service Revenues billed to Subscribers within the property less an allowance for uncollectible accounts. "Allowance for uncollected accounts" means the actual Bad Debt experience of MTSLP as a percent of total service revenue for the previous calendar year.

Client	(Refugee)	MTSLP
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EXHIBIT "III"**CABLE SERVICES**

This Cable Services Exhibit, as referenced in the MTSLP Services Agreement ("Agreement"), shall be made a part of and subject to the terms and conditions of the Agreement and the additional terms and conditions provided in this Exhibit. Unless otherwise provided herein, defined terms shall have the same meaning as in the Agreement.

MTSLP RESPONSIBILITIES**1. General**

1.1 MTSLP shall have the exclusive right to offer Cable Services to Residents.

1.2 MTSLP shall offer a minimum of forty one (41) basic and premium cable channels initially, and will at all times offer programming options that are equal to, or better than the local provider. The programming options provided to the property will be increased from time to time so as not to place the property at a marketing disadvantage compared to other like properties within a five mile radius of the property.

1.3 MTSLP shall use its best efforts to provide Cable Services, including maintenance and repair, equal to or better in quality (with the exception of HDTV applications) than the services provided by the Local Provider, and to meet or exceed all mandatory standards of the National Cable Television Association or other standard setting organizations for the private cable television industry, as in effect on the date hereof.

1.4 MTSLP will maintain and repair the System to keep it in a first-class operating condition. The response objective for failures which materially affect the operation of the Services ("Major Failures"), as determined by MTSLP, shall be 4 hours. The response objective for minor failures is 24 hours, provided that this work will be performed during business days and if an on-site response is required the response objective shall be 48 hours. Such time period will commence upon notification to MTSLP by a Subscriber or Client. MTSLP will respond to any and all service failures within a period of time that is equal to, or better than the local provider. Client agrees to cause its Property management to notify MTSLP as soon as possible if it becomes aware of a problem with Cable Services to a Unit or the Property in general.

2. Installation

2.1 MTSLP will install the cable television components of the System in the Control Room provided on the Property.

2.2 MTSLP will contract and supervise the installation of the wiring, infrastructure work (if any) to be installed throughout the Property to provide for the System on the Property.

2.3 MTSLP will contract and supervise the installation of the internal wiring in each Unit on the Property, and the wiring connecting that Unit with the underground cable termination points at the end of each building.

2.4 MTSLP will design and engineer the cable television components and functions of the System in full compliance with mandatory industry standards and Federal Communications Commission (FCC) requirements.

2.5 MTSLP will provide all required connectors, boxes, jacks, ground and surge protection materials required for the System.

2.6 MTSLP will provide an in-house Property Channel and the equipment necessary for operating such Property Channel. This does not include an on site personal computer for Client to access the Property Channel.

2.7 MTSLP will furnish at its expense a security channel which will broadcast live video of the main security gate. MTSLP will provide the initial camera for video imaging.

3. Operations

3.1 MTSLP will operate the System on the Property. All charges in Cable Services will be the responsibility of MTSLP. Normal repair service will be performed at no additional cost to Subscribers or Client except in cases of negligence, misuse or wilful damage or destruction. New Service, changes in service and special features will be billed to the ordering party at established rates.

3.2 MTSLP will provide all brochures and marketing materials for the Cable Services on the Property.

3.3 MTSLP will bill for its Cable Services monthly. Such billing will delineate charges for basic and premium Cable Services. All billing questions will be handled between MTSLP and the Subscriber.

3.4 MTSLP will provide free expanded basic Cable Services to the clubhouse and to any resident employee.

CLIENT RESPONSIBILITIES**4. Installation**

4.1 Client will provide access to the Property for installation of inside wiring in each Unit and each building, and for the laying of cable throughout the Property in a prescribed routing mutually agreed to between MTSLP and Client.

4.2 Client will provide scheduling coordination of MTSLP and other contractors during construction so as to minimize damage to MTSLP cabling laid on the Property, and will insure restoration of any installed cable should it be damaged by other contractors.

4.3 Client will work with MTSLP on the location of wiring termination points (CATV jacks) inside each Unit, at the end of each building, to maximize the aesthetic value of the installation, and to maximize the cost efficiency of the installation, as well.

5. Operations

5.1 Client's property management will provide each Resident with the initial sign-up form and options relative to Cable Services, and will promote the Cable Services as a Property amenity and value for Residents.

5.2 Property management will forward to MTSLP the required documents, or follow the procedures necessary, to establish a subscription for Cable Services for a new Resident on the Property, but will not be required to do additional Cable Services marketing or sales.

6. Price and Payment

6.1 Except as otherwise provided in Sections 2.3 and 2.4 of the Agreement, MTSLP shall bear all costs associated with the installation of the System and provision of the Cable Services on the Property.

6.2 MTSLP shall pay Client, within thirty (30) days of the end of each quarter, a royalty based upon the gross collected revenue (gross revenue less any bad debts) times the percentage factor appropriate for the level of Subscriber penetration achieved as per the following schedule:

% of Units	% of Collected Gross Revenue
0-50	5.0%
51-60	6.0%
61-70	7.0%
71-80	8.0%
81-90	9.0%
91-95	10.0%
96-100	12.0%

"Penetration" means the number of Units within the Property to which MTSLP provides Cable Services divided by the total number of Occupied Units within the Property. "Collected Revenues" means the actual amount of Service Revenues billed to Subscribers within the property less an allowance for uncollectible accounts. "Allowance for uncollected accounts" means the actual Bad Debt experience of MTSLP as a percent of total service revenue for the previous calendar year.

----- Client ----- (initials) ----- MTSLP -----

ATTACHMENT D

MTS Penetration Rates

**MultiTechnology Services
Penetration Report - By Market
As of December 31, 1996**

CABLE

Property Name	No. of Avail. Units	Avail. Units	Occupied Units	% Occupied	Subs	% Pen.
Summary By Market						
Dallas Market						
New Construction - Mature	18,076	18,076	17,189	90.1%	12,278	71.4%
New Construction - Ramp up	1,871	1,712	1,381	73.7%	1,143	69.8%
Retro - Mature	4,435	4,435	4,208	94.8%	3,083	72.8%
Retro - Ramp up	-	-	-	0.0%	-	0.0%
Total Dallas Market	28,482	28,223	22,660	89.8%	16,453	72.6%
Austin Market						
New Construction - Mature	2,688	2,688	2,387	87.2%	2,171	88.2%
New Construction - Ramp up	1,136	924	823	36.0%	272	33.8%
Retro - Mature	-	-	-	0.0%	-	0.0%
Retro - Ramp up	-	-	-	0.0%	-	0.0%
Total Austin Market	3,714	3,612	2,580	73.6%	2,441	84.8%
San Antonio Market						
New Construction - Mature	3,582	3,582	3,201	89.4%	2,868	92.3%
New Construction - Ramp up	-	-	-	0.0%	-	0.0%
Retro - Mature	-	-	-	0.0%	-	0.0%
Retro - Ramp up	-	-	-	0.0%	-	0.0%
Total San Antonio Market	3,582	3,582	3,201	89.4%	2,868	92.3%
Houston Market						
New Construction - Mature	1,200	1,200	880	74.2%	704	78.1%
New Construction - Ramp up	438	438	383	87.8%	302	78.8%
Retro - Mature	383	383	333	86.7%	286	88.1%
Retro - Ramp up	-	-	-	0.0%	-	0.0%
Total Houston Market	2,018	2,018	1,600	79.5%	1,282	80.8%
Phoenix Market						
New Construction - Mature	320	320	299	83.4%	231	77.3%
New Construction - Ramp up	492	78	38	60.0%	18	60.0%
Retro - Mature	-	-	-	0.0%	-	0.0%
Retro - Ramp up	500	440	392	88.4%	204	88.9%
Total Phoenix Market	1,312	838	629	76.2%	454	72.2%
Atlanta Market						
New Construction - Mature	-	-	-	0.0%	-	0.0%
New Construction - Ramp up	630	630	355	56.3%	355	100.0%
Retro - Mature	-	-	-	0.0%	-	0.0%
Retro - Ramp up	-	-	-	0.0%	-	0.0%
Total Atlanta Market	630	630	355	56.3%	355	100.0%
Albuquerque Market						
New Construction - Mature	-	-	-	0.0%	-	0.0%
New Construction - Ramp up	602	602	310	51.5%	281	81.0%
Retro - Mature	-	-	-	0.0%	-	0.0%
Retro - Ramp up	-	-	-	0.0%	-	0.0%
Total Albuquerque Market	602	602	310	51.5%	281	81.0%
Denver Market						

MultiTechnology Services Penetration Report - By Market						
As of December 31, 1996						
CABLE						
Property Name	No. of Subs	Avail. Units	Occ. Units	% Occ.	Subs	% Pen.
New Construction - Mature	-	-	-	0.0%	-	0.0%
New Construction - Ramp up	318	30	14	46.7%	3	21.4%
Retro - Mature	-	-	-	0.0%	-	0.0%
Retro - Ramp up	-	-	-	0.0%	-	0.0%
Total Denver Market	318	30	14	46.7%	3	21.4%
 Las Vegas Market						
New Construction - Mature	-	-	-	0.0%	-	0.0%
New Construction - Ramp up	-	-	-	0.0%	-	0.0%
Retro - Mature	-	-	-	0.0%	-	0.0%
Retro - Ramp up	-	-	-	0.0%	-	0.0%
Total Las Vegas Market	-	-	-	0.0%	-	0.0%
 Company Total						
New Construction - Mature	38,788	26,766	33,838	88.1%	18,340	76.9%
New Construction - Ramp up	5,573	4,410	2,884	60.9%	2,342	87.3%
Retro - Mature	4,818	4,818	4,638	94.2%	3,349	73.6%
Retro - Ramp up	500	440	392	88.4%	204	69.9%
Total	37,657	36,434	31,360	86.0%	34,238	77.3%